license should be canceled. *In re Krug* (1904), — Neb. —, 101 N. W. 242.

That a liquor license is in the nature of a personal trust has been decided in many cases. *State* v. *Sumpter County Commissioners,* 22 Fla. 1, lays down the doctrine that a licensee accepts a trust so personal in its nature that it can not be transferred or sold. That a license is non-transferable is held in *Strahn* v. *Hamilton,* 38 Ind. 57; *State* v. *McNeely,* 60 N. C. 232; and *Semple* v. *Flynn* (N. J.) 10 Atl. 177. The doctrine of the principal case is supported by *In re Tierney,* — Neb. —, 99 N. W. 518, which states that the License Board must pass on character of applicant and can grant only to real party in interest.

JUDGMENTS—DORMANCY—EFFECT OF SPECIAL EXECUTION.—Defendant had judgment against the Attica Sugar Co. as principal and Watson as surety. Special executions were issued and deficiency returned. In none of these executions was there any mention of money judgment against Watson in favor of defendant. More than five years after entry of decree a general execution was issued at the instance of defendant against the Sugar Co. as principal and Watson as surety. *Held,* that special execution will prevent judgment from becoming dormant. *Watson* v. *Keystone Iron Works Co.* (1904) — Kan. —, 78 Pac. Rep. 156.

On a former hearing (74 Pac. Rep. 269) it had been held that special execution would not prevent the judgment from becoming dormant, Burch, Johnson, Mason, JJ., dissenting. The court on rehearing now accomplishes the same result by holding that because the special execution did not recite the judgment and amount against Watson it was dormant as to him. The principle upon which the issuance of an execution keeps alive a judgment is that thereby the plaintiff affirms its validity. *Halsey* v. *Van Vliet,* 27 Kan. 474. A special execution does this as well as a general one. Where a statute, as in this case, uses the word execution it is generally construed to embrace all the appropriate means of execution. *Green* v. *Mann,* 19 App. D. C. 243. The judgment against the Sugar Company and Watson was a unity, a single thing, although expressed in separate sentences or clauses. The recital of the judgment against the Sugar Company, the principal, included the surety; and to hold otherwise, in the words of Burch, J., "simply sublimates technicality and adds a court made complication to what should be a plain, simple process for obtaining the fruits of a judgment."

LIBEL—ARTICLES LIBELOUS PER SE.—A newspaper article stated that plaintiff's wife had announced that her life had been made unhappy because plaintiff had neglected everything, her included, in his absorbing pursuit of millions; that he sacrificed everything to this one passion, in consequence of which he and she were separated. *Held,* libelous per se. *Woolworth* v. *Starr Co.* (1904), — N. Y. —, 90 N. Y. Supp. 147.

No special damage was alleged and the court below sustained a demurrer to the complaint on the ground that the article was not libelous per se. The Supreme Court, however, decided unanimously that the article indicated plaintiff to be so base and sordid as to make him contemptible in the public eye. This would seem to be rather an extreme case. The court fol-